

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS

MICHAEL J. FORDE
Executive Secretary Treasurer

PETER THOMASSEN
President

GENE MAIELLO
Vice President



INSTITUTED AUGUST 12TH, 1881

DC
ON

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NEW YORK, N.Y. 10014
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INTERIM COMPLIANCE AGREEMENT INDEPENDENT CONSTRUCTION AGREEMENTS EFFECTIVE JULY 01, 2001

K W General Contractor
ACCT # 14339

This Interim Compliance Agreement will confirm that we have agreed to extend our current Collective Bargaining Agreement (the "Agreement") with the District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO (the "Union") on the following terms:

Article I **Extension of Term**

Notwithstanding any express termination date contained in the Agreement, the Agreement shall remain in full force and effective until Union negotiates the successor Agreement with the Association (The "Association(s)") whose members perform work similar to the work performed by this firm.

Article II **Retroactive Application of New Agreement**

When the Union concludes negotiations with the Association(s), whose members perform work similar to the work performed by this firm, all terms and conditions of the newly negotiated Agreement (the "New Agreement(s)"), including but not limited to, wages, fringe benefits, the arbitration provisions, and all other terms and conditions of employment, as agreed between the Union and the Association(s), shall be binding on our firm, retroactive to July 01, 2001.

Article III **No Refund of Contribution or Wages**

Notwithstanding anything contained herein to the contrary, the Trustees of the various fringe benefit funds of the Union shall not be required to refund any contributions due to a negotiated decrease, if any, in benefit rates contained in the New Agreement(s). Nor shall any employee be required to refund any wages due to a negotiated decrease, if any, in wage rates contained in the New Agreement(s).

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**Article IV
No-Strike Provision**

If the Union reaches an impasse with any of the Associations, whose members perform work similar to the work performed by this firm, and engage in an economic strike against its members, the Union will not engage in an economic strike against the firm. Notwithstanding anything contained herein to the contrary, the Union reserves the right to lawfully strike, at the Union's option, against our firm, our successor, our assignee, our parent and our subsidiary, which perform such work or other work as a subcontractor for the Association(s), or its affiliates, against whom the Union is engaged in a strike.

**Article V
Execution and Compliance with New Agreement**

Our firm, its successors and/or assignees, shall execute successor agreement(s) within five (5) days of the receipt of the Union's request. However, our firm shall be bound to the terms contained in the New Agreement(s) retroactive to July 01, 2001, by virtue of executing this agreement, regardless of whether it actually executes a successor agreement.

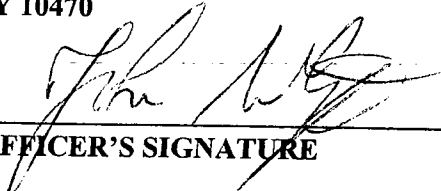
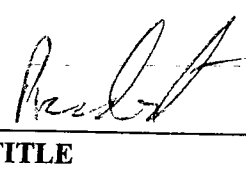
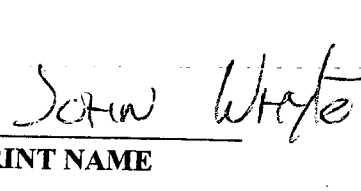
**Article VI
Direct Negotiations**

If the Union is unable to reach an agreement with the Association(s) for terms and conditions of employment for a successor agreement, upon ten (10) days oral or written notice to our firm, the Union, at its sole option, may cancel the No-Strike Provision of this agreement and demand that direct negotiations be opened with our firm to negotiate a successor Collective Bargaining Agreement.

In Witness Whereof, the parties hereto make and enter into this Interim Compliance Agreement, and we, their duly authorized and empowered representatives, have hereunto set our hands and seal this:

**K W General Contractor
4235 Katonah Ave.
Bronx NY 10470**

By:

  
OFFICER'S SIGNATURE TITLE PRINT NAME

Date Signed: 5/14/01

**DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

By:

